

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B7400097

PRINT DATE: 09/21/16

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

HERTRICH FLEET SERVICES INC
1123 INDUSTRIAL PKWY

DENTON, MD 21629
(800)698-9825

REFER QUESTIONS TO:

ALLEGRA DAYE
(410)767-4032
ALLEGRA.DAYE1@MARYLAND.GOV

ITB: 001IT820342

EXPR DATE: 10/02/17
POST DATE: 09/20/16

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT

FOR

SEDANS MODEL YEAR 2017

VENDOR CONTACT: SUSAN HICKEY OR CHRISTOPHER WILDER

VENDOR PHONE: 1-800-698-9825 OR 1-302-422-3300

VENDOR E-MAIL: SHICKEY@HERTRICHFLEET.COM
CWILDER@HERTRICHFLEET.COM

TERM OF CONTRACT: OCTOBER 3, 2016 THRU OCTOBER 2, 2017

CONTRACT PERIOD: ONE (1) YEAR FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER COMES FIRST). SUCCESSFUL VENDOR MUST NOTIFY THE PROCUREMENT OFFICER FOR THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES REGARDING PRODUCTION CUT-OFF DATES AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

TERMS & CONDITIONS:

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TERMS (cont'd):

1. ONLY THE SPECIFIC MODEL VEHICLES LISTED WILL BE CONSIDERED. NO SUBSTITUTIONS.
2. THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLES.
3. EACH VEHICLE IS TO BE SERVICED FOR OPERATION AND DELIVERED WITH A CERTIFICATE OF ORIGIN AND WARRANTY AS ISSUED BY THE MANUFACTURER. AT THE TIME OF DELIVERY FROM THE DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.
4. WARRANTY AND SERVICE IS TO BE HONORED AT MANUFACTURER'S DEALERSHIPS, REGARDLESS OF WHICH DEALER IS THE SUCCESSFUL VENDOR. A MINIMUM WARRANTY ON POWER TRAIN OF 5 YEARS/100,000 MILES AND A MINIMUM VEHICLE WARRANTY OF 1 YEAR/12,000 MILES. THERE SHALL BE ZERO (-0-) DEDUCTIBLE ON THE WARRANTY.

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF DELIVERY.
5. CERTIFICATION: THE VENDOR SHALL BE REQUIRED, UPON DELIVERY OF EACH VEHICLE TO SUBMIT A CERTIFICATION SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT.
6. ALL UNITS ARE TO BE FURNISHED COMPLETE WITH STANDARD EQUIPMENT AND ACCESSORIES AS LISTED IN MANUFACTURER'S PRINTED LITERATURE. VEHICLES ARE TO CONFORM TO THE LATEST FEDERAL AND MARYLAND STATE REQUIREMENTS AT TIME OF DELIVERY.
7. THE CONTRACT IS FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES.
8. PRICES QUOTED SHALL REMAIN IN EFFECT FOR THE ENTIRE MODEL YEAR OF 2017. VENDOR MUST NOTIFY BUYER OF PRODUCTION CUT-OFFS.
9. ALL QUOTATIONS ARE TO BE NET. CASH DISCOUNTS FOR ANY PERIOD WILL NOT BE ALLOWED. PRICES QUOTED ARE TO INCLUDE DELIVERY F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND.
10. THE VENDOR MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. THE VENDOR MUST ALSO POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE

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TERMS (cont'd):

ADMINISTRATION SALESMAN'S LICENSE.

11. THE VENDOR WILL BE RESPONSIBLE FOR LICENSE TAG TRANSFERS FROM THE REPLACED VEHICLE TO THE NEW VEHICLE AT THE POINT OF DELIVERY OR TEMPORARY TAGS WHICHEVER IS APPLICABLE.

PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY

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TERMS (cont'd):

THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE
INTERNAL REVENUE CODE; OR
(6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION
17-106 OF THE EDUCATION ARTICLE.
(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC
INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS
MATERIALS UNDER THIS CONTRACT.
(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION
TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING
POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT
TO ANY STATUTORY OR CHARTER PROVISION.
(D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A
UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE
OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A
PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY;
(2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF
MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE
OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO
OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE
PURCHASER.
CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY
FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A
UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE
ENFORCED AGAINST THE STATE OF MARYLAND.
THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR
COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND
CONDITIONS OF SOLICITATION # 001IT820342 / MDDGS31027504 INCORPORATED
HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	07006-100000	EA	15,548.0000		
AUTOMOBILE, TYPE 1, STANDARD SEDAN					
VEHICLE, TYPE 1 STANDARD STATE SEDAN					
VEHICLE MAKE & MODEL: FORD FOCUS S (PSE) 4DR SDN					

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0002	07006-100000	EA	150.0000	
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AUTOMOBILE, TYPE 1, STANDARD SEDAN

VEHICLE, TYPE 1, STANDARD SEDAN - OPTION:

TWO (2) EXTRA KEYS

0003	07006-100000	EA	17,614.0000	
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AUTOMOBILE, TYPE 1, STANDARD SEDAN

VEHICLE, TYPE 1M, STANDARD SEDAN:

FORD FUSION S FWD

0004	07006-100000	EA	390.0000	
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AUTOMOBILE, TYPE 1, STANDARD SEDAN

TYPE 1M, STANDARD MIDSIZE SEDAN - OPTION:

TWO (2) EXTRA KEYS

0005	07006-100000	EA	22,322.0000	
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AUTOMOBILE, TYPE 1, STANDARD SEDAN

TYPE 1H, HYBRID STANDARD STATE SEDAN:

FORD CMAX HYBRID 5DR HB SE

0006	07006-100000	EA	390.0000	
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AUTOMOBILE, TYPE 1, STANDARD SEDAN

VEHICLE TYPE 1H, STANDARD MIDSIZE - OPTION:

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TWO (2) EXTRA KEYS

0010	07006-20000H	EA	23,212.0000
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AUTOMOBILE, TYPE 2H, EXECUTIVE SEDAN, HYBRID

VEHICLE, TYPE 2H, EXECUTIVE SEDAN HYBRID:

FORD FUSION HYBRID S FWD

0011	07006-20000H	EA	390.0000
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AUTOMOBILE, TYPE 2H, EXECUTIVE SEDAN, HYBRID

VEHICLE, TYPE 2H, EXECUTIVE SEDAN HYBRID OPTION:

TWO (2) EXTRA KEYS

0013	07006-400000	EA	24,318.0000
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AUTOMOBILE, TYPE 4, STD LAW ENFORCEMENT

AUTOMOBILE, TYPE 4, STANDARD LAW ENFORCEMENT SEDAN (AWD)

FORD SEDAN POLICE INTERCEPTOR 4DR SDN AWD

0014	07006-400000	EA	95.0000
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AUTOMOBILE, TYPE 4, STD LAW ENFORCEMENT

AUTOMOBILE, TYPE 4, STANDARD LAW ENFORCEMENT SEDAN (AWD) OPTION:

RADIO NOISE SUPPRESSION PACKAGE

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0015	07006-400000	EA	20.0000	
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AUTOMOBILE, TYPE 4, STD LAW ENFORCEMENT

AUTOMOBILE, TYPE 4, STANDARD LAW ENFORCEMENT SEDAN (AWD) OPTION:

TWO (2) EXTRA KEYS

0016	07006-400000	EA		
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AUTOMOBILE, TYPE 4, STD LAW ENFORCEMENT

AUTOMOBILE, TYPE 4, STANDARD LAW ENFORCEMENT SEDAN (AWD) OPTION:

4 CYLINDER ECO-BOOST

N/C \$0.00

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE